



CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY

A Unit of Council of Scientific & Industrial Research
An Autonomous Body of Ministry of Science & Technology, Government of India
4, Raja S. C. Mullick Road, Jadavpur, Kolkata – 700032 (W.B.) India



Ref. No. IICB/PUR/505/604/AMC/90/1475/19-20

Date: 24.01.2020

From : The Director
CSIR – Indian Institute of Chemical Biology

To : M/s. DHR Holding India Pvt. Ltd.
Plot No. 121, Udyog Vihar, Phase IV,
Gurgaon, Haryana 122015

Sub.- Non-Comprehensive Annual Maintenance Contract (AMC) for maintenance of Leica Confocal Microscope SP8 STED for the period of one year from 24.01.2020 to 23.01.2021

Ref.:- Your Quotation Nos. AS/IARI/2019/32 dated 19.12.19

Dear Sirs,

You are hereby informed that the above Non-Comprehensive Annual Maintenance Contract (AMC) for maintenance of "Leica Confocal Microscope SP8 STED Sl. No. 8100000577" has been awarded for the period from 24.01.2020 to 23.01.2021 at a consolidated amount of Rs. 300000/- plus GST as applicable on the following terms & conditions.

1. The Contract will consist of 02 nos. Preventive Visits, 02 Nos. Breakdown Visits and Online Remote Service support as & when required basis. The dates of the preventive visits will be fixed as **Periodically / Equally spaced visits**. During the contract period, Emergency visits will be provided by the firm at no extra cost, if there is a break-down in the instruments. The copies of service reports of Preventive / Emergency services duly signed by the user should be submitted to Purchase Section along with the Invoices, while submitted for payment. Firm has to install/fit the spare parts to the equipment free of cost during the AMC period if any spare part is purchased on chargeable basis by IICB for the functionality of the equipment.
2. On Emergency Breakdown, equipment must be attended immediately not more than four working days (exclusive of date of intimation from IICB) failing which liquidated damage / penalty will be incurred @0.5% of the contract value for each week or part thereof delay upto maximum of 10% of the order value.
3. Down time should not be more than **four working days** (exclusive of date of intimation from IICB).

4. The parts, replaced on chargeable basis should be returned to our Stores, in case of non-comprehensive AMC.
5. I) In case of non-comprehensive AMC, any spares and consumables required has to be provided by the contract holder i.e. CSIR-IICB / to be replaced on chargeable basis.
II) In case of comprehensive AMC, any spares and consumables required have to be provided by the service provider.
6. Your firm should not provide similar service / AMC to any other party at a cost lower than that charged from CSIR-IICB. A certificate to this effect may please be reflected in your Invoice while submitting the same for payment(s).
7. Payment terms:- 50% payment of the AMC will be made after completion of first six months of the contract subject to the satisfactory service certificate from the user and balance 50% after completion of the AMC contract period subject to the satisfactory service certificate from the user of the equipment under AMC. For making payments please submit your invoice duly pre-receipted over a Revenue stamp of Rs. 1/-. The period of AMC and the period of claim should be clearly mentioned in the Invoices. The GST-TDS and Income Tax at Source will be deducted as per Govt. directives.
8. Following information should be reflected in the Invoice/Bill for making payments through e-mode:-
 - (a) 11 Digit core Banking Account Number
 - (b) Type of Account (Saving / Current)
 - (c) Name of Account Holder
 - (d) Name of Bank & Branch
 - (e) IFSC Code No.
 - (f) MICR No.

9. Settlement of Disputes:

The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is

given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, and Arbitration & Conciliation (Amendment) Act 2015, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.

(b) in the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

The venue of the arbitration shall be the place from where the purchase order or contract is issued.

Notwithstanding, any reference to arbitration herein,

- i. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- ii. The Purchaser shall pay the Supplier any monies due the Supplier.

10. Debarring the firms from business:

The process of debarring the firm would be initiated in the below mentioned cases subject to the recommendation of the decision making committee and Director, CSIR-IICB. The conditions for debarring the firm are:

(Supply means:- Services to be provided under the terms & condition of AMC)

(Purchase Order means: AMC Contract issued by CSIR-IICB and entered

with the service provider).

- i) Not supplying the services/materials as mentioned in the Purchase Order.
- ii) Not fulfilling the contractual obligations as per the terms & conditions of the Purchase Order.
- iii) Not able to provide the required spares during the contract period of AMC or the period as specified in the vendors quotation "or" in the tender enquiry "or" Purchase Order of the buyer at the time of the procurement of the equipment from OEM.
- iv) Repeated failures for keeping the equipment functional.
- v) Inadequate service back-up in terms of spares & manpower being repeatedly observed in a number of occasions and recorded by CSIR-IICB during the AMC period and specified above in Point no. 10 (iii)/during the life cycle of the equipment.
- vi) In case it is proved that the services being provided to CSIR-IICB has been sub-letted to some other vendor.

11. Termination for Insolvency:-

The Purchaser (CSIR-IICB) may at any time terminate the Contract by giving written notice to the Supplier (Service Provider), if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

12. Termination for Convenience:

(i) The Purchaser (CSIR-IICB), by written notice sent to the Supplier (Service provider), may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(a) To have any portion completed and delivered (services) at the Contract terms and prices; and/or

(b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods/Services.

13. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be resolved as per Point No.9 (Settlement of Disputes).

15. **Notice:**

(i) Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the Purchase Order/Contract.

(ii) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

16. The Director, CSIR-IICB is at the liberty to terminate the AMC at any time without assigning any reason. However, the payment will be made for the period during which services has been provided subject to the certification from the user of CSIR-IICB of the equipment under AMC.

Yours faithfully,

24/01/2020

(A.K. Pandey)

Stores & Purchase Officer

For & On Behalf Of The Council of Scientific & Industrial Research

Copy to:-

1. IO:- Mr. Sounak Bhattacharya with request to maintain and monitor the log books/records of visits made by Service Engineer under AMC.